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# MARITAL PROPERTY AGREEMENT

This Marital Property Agreement (the "Agreement") is made by and between Joseph A. (hereinafter referred to as "Husband") and Leila Ann Dowdall (hereinafter referred to as "Wife"), both residents of and domiciled in Frisco, Collin County, Texas, who are married to one another.

In Consideration of the mutual promises contained herein and other good and valuable consideration, Wife and Husband agree as follows:

## ARTICLE I

## INTRODUCTION

**Purpose.** Wife and Husband intend by this Agreement to partition and reaffirm and recognize certain of their property as separate property, and to set forth their agreement as to the ownership and management and continued nature of their community property and their respective separate properties.

**Disclosure of Property.** Wife and Husband have made a fair and reasonable disclosure to each other of the nature, extent, and probable value of all the real and personal property that they own (including, without limitation, all separate property of Husband and Wife), and the nature and amounts of all of their liabilities.

TO THE EXTENT THAT ANY PROPERTY OR FINANCIAL OBLIGATIONS MAY NOT HAVE BEEN DISCLOSED, WHETHER THROUGH INADVERTENCE OR OTHERWISE, HUSBAND AND WIFE EACH HEREBY EXPRESSLY AND VOLUNTARILY WAIVE ANY RIGHT TO DISCLOSURE OF SUCH PROPERTY OR OBLIGATIONS OF SUCH PARTY BEYOND THE DISCLOSURE PROVIDED IN CONNECTIONS HERewith.

**Understanding of Effect of Agreement.** Husband and Wife each admit and acknowledge that each party has been fully involved in the formation of this Agreement and that each party fully understands the effect of this Agreement. Both parties have been represented by Gerrit M. Pronske ("Counsel"), each party has read this Agreement, and Counsel has explained to each party the meaning and legal consequences of this agreement.

EACH PARTY CONSENTS TO THE REPRESENTATION OF THE OTHER PARTY BY COUNSEL AND HERBY WAIVES REPRESENTATION BY INDEPENDENT LEGAL COUNSEL, IT BEING THE BELIEF THAT EACH PARTY THAT COUNSEL HAS AND IS ZEALOUSLY REPRESENTING THE INTEREST OF BOTH PARTIES

AND THAT NO CONFLICT OF INTEREST EXISTS (OR IF SUCH CONFLICT DOES EXIST, EACH PARTY WAIVES SUCH CONFLICT) AND THAT THE RETAINER OF ADDITIONAL LEGAL COUNSEL WOULD RESULT IN UNNECESSARY LEGAL EXPENSES WHICH NEITHER PARTY WISHES TO INCUR. EACH PARTY ADMITS AND ACKNOWLEDGES THAT NO FRAUD, OVERREACHING, OR LACK OF UNDERSTANDING HAS BEEN A FACTOR IN THE ENTERING OF THIS AGREEMENT.

## ARTICLE II

### PARTITION AND EXCHANGE OF CERTAIN COMMUNITY PROPERTY

#### Partition and Recognition of Property and Characterization.

- 1) **Primary Residence.** Wife and Husband own certain real property located at **Confidential** [REDACTED], together with all improvements thereto (the "Homestead"). Wife and Husband have continuously owned the Homestead from the time of its purchase. Wife and Husband hereby recognize and partition their community interests in and to the Homestead (herein after referred to as the "Property") in order that:
  - (a) Wife shall hold and possess, as her separate property, a one half (1/2) undivided ownership interest in the Property, which consists of an approximate value, as of the date of this Agreement, of \$300,000; and
  - (b) Husband shall hold and possess, as his separate property, a one half (1/2) undivided ownership interest in the Property, which consists of an approximate value, as of the date of this Agreement, of \$300,000;
  - (c) Husband and Wife hereby grant, release, and confirm to each other and to their heirs and assigns, all rights, title, and interest in the Property as stated above in order to effectuate a change the characterization of such Property from community ownership to separate property, to have and to hold the entire interest in the Property with all and singular hereditaments and appurtenances thereto belonging forever.
  - (d) All proceeds, increases, and/or revenues from the Property shall also be the separate property of Husband and Wife, as provided above.
  - (e) As provided under Texas law, this change of characterization is not intended to be a "transfer" of any interests in community property; instead, the Agreement reflected herein is limited to a change in the characterization of the Property from community to separate property.

- Exhibit A
- 2) Husband shall hold and possess, as his separate property, the Individual Retirement Account in his name at Charles Schwab & Co., Account Number **Confidential**, which consists of an approximate value, as of the date of this Agreement, of \$508,208.00.
  - 3) Husband shall hold and possess, as his separate property, the Individual Retirement Account in his name at Charles Schwab & Co., Account Number **Confidential**, which consists of an approximate value, as of the date of this Agreement, of \$17,857.00.
  - 4) Husband shall hold and possess, as his separate property, the Individual Retirement Account in his name at Charles Schwab & Co., Account Number **Confidential**, which consists of an approximate value, as of the date of this Agreement, of \$8,933.00.
  - 5) Wife shall hold and possess, as her separate property in her name at Charles Schwab & Co., Account Number **Confidential** which consists of an approximate value, as of the date of this Agreement, of \$225,685.00.
  - 6) Wife shall hold and possess, as her separate property Individual Retirement Account in her name at Charles Schwab & Co., Account Number **Confidential**, which consists of an approximate value, as of the date of this Agreement, of \$25,580.00.
  - 7) Wife shall hold and possess, as her separate property, the 3 bank accounts at Wells Fargo Bank, Account Numbers **Confidential**, **Confidential** and **Confidential** which consist of an approximate value, as of the date of this Agreement, of \$82,000.
  - 8) Wife shall hold and possess, as her separate property, the home furnishings located at the Property, which consists of an approximate value, as of the date of this Agreement, of \$20,000.00.
  - 9) Wife shall hold and possess, as her separate property, all equity interests in the Limited Liability Company of LJ Dowdall Financial LLC, which consists of an approximate value, as of the date of this Agreement, of \$10.00.

**Waiver of Certain Marital Rights.** Husband and Wife waive, relinquish, and release any and all claims and rights, to and upon the separate property interests in the Property described above, whether owned now or hereafter acquired. Husband and Wife shall have the free and unrestricted right to dispose of their separate property now owned or hereafter required, free from any claim or demand of the other. In the event of divorce, all of separate property and all income therefrom derived or to be derived shall be set aside to her as their sole and separate property as provided herein.

**Property not Partitioned or Exchanged by this Agreement.** To the extent that there may exist any separate or community property of either Husband or Wife which has not been partitioned and/or exchanged in the preceding paragraphs, it is the express intent of the parties hereto that such property, if any, shall not be affected by this Agreement and that title to such property shall remain

in the party or parties to whom such property belonged prior to the date or effective date of this Agreement (whether community or separate).

### ARTICLE III

#### LIABILITIES

**Pre-Existing Liabilities.** Wife and Husband have pre-existing creditor obligations. Neither party has the intent to prejudice the rights of any pre-existing creditor. A significant portion of the Property is, as of the execution of this Agreement, either exempt from creditors under various provisions of the Texas Property Code and the Texas Constitution, or is being created simultaneously with the execution of this Agreement.

**Tort Liabilities.** All tort liabilities of the parties, which are incurred or arise subsequent to the date of this Agreement, shall be enforceable against and discharged first from the separate property of the party incurring the same and, as provided by existing Texas law, shall not be enforceable against or dischargeable from the separate property of the other.

### ARTICLE IV

#### MANAGEMENT

**Wife's Separate Authority.** Wife shall have sole and exclusive authority management and control of her separate property, including, without out limitation, the right to convey or encumber the same, to dispose of same, sale, gift exchange, devise, bequest, or otherwise, and to deal with such property without taking into consideration any rights or interest of Husband.

**Husband's Separate Authority.** Husband shall have sole and exclusive authority management and control of his separate property, including, without limitation, the right to convey or encumber the same, to dispose of same, sale, gift exchange, devise, bequest, or otherwise, and to deal with such property without taking into consideration any rights or interest of Wife.

### ARTICLE V

#### REMEDIES

**Failure of Performance.** If either Wife or Husband fails in the performance of any obligation hereunder, the other party shall have the right at his or her election to sue for damages for a breach thereof and seek such legal remedies as may be available to the aggrieved party, including injunctive relief. The failure of either party to insist in anyone or more instances upon the strict performance or any of the terms of this Agreement on the others part's part, or to perform or to exercise any option or make any election herein contained or provided for, shall not be construed

as a waiver or relinquishment of the future of any term, option or election, and the same shall continue in full force and effect.

## ARTICLE VI

### MANAGEMENT

**Agreement to Join in Execution of other Instruments.** Wife and Husband agree that they will willingly, at the request of the other party, or at the request of his or her successors or assigns, execute, deliver, and properly acknowledge whatever additional instruments may be required to effectuate and carry out the intention of this Agreement.

**Amendment.** No Amendment, termination, or revocation of this Agreement shall be valid unless in writing and signed by both parties.

**Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, beneficiaries, personal representatives, successors, and assigns.

**Savings Clause.** If any provision of this Agreement should be held to be illegal or invalid, such invalidity or illegality shall not affect the remaining provisions and each provision of this Agreement shall exist separately and independently, and shall be applied separately and independently of every other provision, and this Agreement shall be construed as if such illegal or invalid provision had never existed.

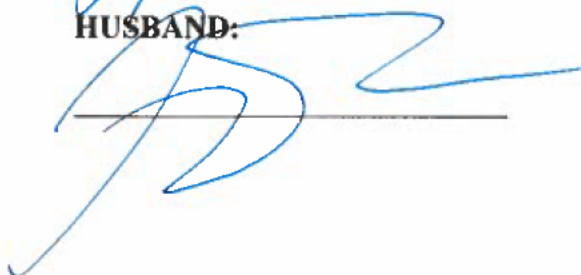
**Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Texas.

IN WITNESS WHEREOF both parties have executed this Agreement effective as of the 7 of October, 2022.

WIFE:



HUSBAND:



ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF Collin

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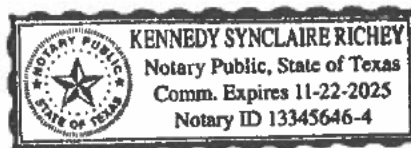
This instrument was acknowledged before me on the 7 day of October, 2022, by Phillip Floyd, who acknowledged to me that he executed same for the purposes and considerations stated there.

Kennedy S. Richey  
NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS  
Kennedy S. Richey  
(Printed name of Notary)

STATE OF TEXAS

COUNTY OF Collin

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This instrument was acknowledged before me on the 7 day of October, 2022, by Natalie Floyd, who acknowledged to me that she executed same for the purposes and considerations stated there.

Kennedy S. Richey  
NOTARY PUBLIC IN AND FOR THE STATE  
OF TEXAS  
Kennedy S. Richey  
(Printed name of Notary)

